

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

DOLORES SANCHEZ and  
Z.A.,

Plaintiffs,

v.

CIVIL NO.:

ESPAÑOLA PUBLIC SCHOOLS  
and JAMES H. RODRIGUEZ  
ELEMENTARY SCHOOL,

Defendants.

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §1441(a), 28 U.S.C. 1331, 28 U.S.C. §1446(b) and (c), Defendants, Española Public Schools and James H. Rodriguez Elementary School (**by** Española Public Schools) hereby removes this civil action from the First Judicial District Court of Santa Fe County, New Mexico to the United States District Court for the District of New Mexico. Española Public Schools and James H. Rodriguez Elementary School file this notice without waiving any defenses, exceptions, or obligations that may exist in their favor in state or federal court. In support of this Notice of Removal, Defendants state as follows:

**I. Introduction**

1. This lawsuit is a civil action within the meaning of 28 U.S.C. §§ 1441(a) and 1446(b) on removal of cases to the district courts of the United States.

2. Plaintiffs are Dolores Sanchez, a New Mexico resident; and Z.A., named Zachariah Apodaca in the original complaint, a New Mexico resident and minor. Defendants are Española Public

Schools, improperly named Española District Schools in the original complaint; and James H. Rodriguez Elementary School, improperly named James Rodriguez in the original complaint.

3. Defendant, James H. Rodriguez Elementary School is not a proper party for the reason that it is not a separate legal entity from Española Public Schools and it lacks legal capacity to sue or be sued.

4. This action commenced on June 6, 2018, in the 1st Judicial District Court of Santa Fe County, New Mexico, as Cause No. D-101-CV-2018-01678. As of this date, the case was styled *Dolores Sanchez & Zachariah Apodaca v. Española District Schools & James Rodriguez*. Plaintiffs' Complaint was filed on June 6, 2018, and served on Defendants on June 15, 2018. Plaintiffs allege that Defendants defaulted on a Settlement Agreement entered into under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400 *et seq.* Copies of the Complaint and Summons are attached hereto as *Exhibit A*.<sup>1</sup>

## **II. Basis for Removal**

5. Removal is proper because this action is a civil action over which this Court has original jurisdiction under the provisions of 28 U.S.C. § 1331. It is removable to this Court by Defendants pursuant to the provisions of 28 U.S.C. § 1441; it is a civil action in which the federal district courts have original jurisdiction over the subject matter pursuant to the statutory and constitutional provisions noted above, since the case arises under the laws of the Constitution and the United States. In particular, IDEA gives federal question jurisdiction for the enforcement of settlement agreements

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<sup>1</sup> The Complaint is attached in the form filed by Plaintiffs. It is missing page 6 of the IDEA Settlement Agreement. That page was missing from Plaintiffs' filing. A full copy of the Settlement Agreement is attached as *Exhibit C*.

reached under IDEA. *Miksis v. Evanston Twp. High Sch. Dist.* #202, 235 F. Supp. 3d 960, 979 & n.20 (N.D. Ill. 2017) (citing 20 U.S.C. § 1415(e)(2)(F), 20 U.S.C. § 1415(f)(1)(B)(i), (iii)); *Lara v. Lynnwood Unified Sch. Dist.*, No. CV 08-04616 RGK (FFMx), 2009 WL 2366454, at \*2 (C.D. Cal. July 29, 2009) (unpublished); *H.C. ex rel L.C. v. Colton Pierrepont Cent. Sch. Dist.*, 341 F. App'x 687, 690-91 (2nd Cir. 2009) (unpublished).

6. This Notice of Removal is filed within thirty (30) days of service of the Complaint on the removing Defendants. Thus, the Notice of Removal is timely under 28 U.S.C. §1446(b).

7. The two named Defendants are represented by the same counsel and both join in this motion to remove this case to federal court. *Tresco, Inc. v. Continental Cas. Co.*, 727 F. Supp. 2d 1243, 1250 (concluding that, when co-defendants are represented by the same counsel, both defendants are “considered properly joined” when filing a single notice of removal) (citing *Vasquez v. Americano U.S.A., LLC*, 536 F. Supp. 2d 1253, 1257 n.2).

8. Copies of all pleadings, process, orders, and other filings in the state-court suit are attached to this notice as required by 28 U.S.C. §1446(a).

9. Removal is proper in this district under 28 U.S.C. §1441 because the state court where the suit has been pending is located in this district.

10. Defendants will promptly file a copy of this notice of removal with the clerk of the state court where the suit has been pending.

11. No Answer or other responsive pleadings, have yet been filed by Defendants.

12. Removing Defendants are also attaching a copy of the [www.nmcourts.gov](http://www.nmcourts.gov) court docket as of July 25, 2017. *See Exhibit B*. Pursuant to D.N.M. LR-Civ.81.1(a), a certified copy of the State Court file will be filed with the Court within twenty-eight (28) days after filing the Notice of Removal.

### III. Jury Demand

13. A jury was not demanded.

### IV. Conclusion

14. Wherefore, Defendants remove this action from the State of New Mexico, County of Santa Fe, first Judicial District, to the United States District Court for the District of New Mexico.

Respectfully submitted,

WALSH GALLEGOS TREVIÑO  
RUSSO & KYLE, P.C.

By: /s/ Barry J. Berenberg  
Evelyn Howard-Hand  
Barry J. Berenberg  
500 Marquette Avenue NW, Suite 1310  
Albuquerque, NM 87102  
Telephone: (505) 243-6864  
Facsimile: (505) 843-9318  
E-Mail: ehand@wabsa.com  
E-Mail: bberenberg@wabsa.com  
*Attorneys for Defendants*

### CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 16th day of July, 2018, a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using CM/ECF system and has been served on Plaintiffs pro se, pursuant to Federal Rules of Civil Procedure as follows:

Dolores Sanchez & Zachariah Apodaca  
PO Box 386  
Alcalde, New Mexico 87511  
**VIA MAIL**

WALSH GALLEGOS TREVIÑO  
RUSSO & KYLE P.C.  
By: /s/ Barry J. Berenberg  
Barry J. Berenberg

4-202

[3-201]

FILED  
FIRST JUDICIAL  
DISTRICT COURT

2018 JUN -6 AM 11:49

STATE OF NEW MEXICO  
IN THE First Judicial COURT  
Santa Fe COUNTYNo. D-101-CV-2018-01678Dolores Sanchez & Zachariah Apodaca, Plaintiff

against

Espanola district schools, Defendant  
& James RodriguezCIVIL COMPLAINT *-the school defaulted the claim*

1. Plaintiff or defendant resides, or may be found in, or the cause of action arose in this county.

2. Plaintiff claims from defendant the amount of \$\_\_\_\_\_. Plaintiff also claims interest and court costs.

Plaintiff claims from defendant personal property of the value of \$\_\_\_\_\_, which is described as follows: \_\_\_\_\_

3. Plaintiff's claim arises from the following event or transaction: We agreed on promises, and for my grandson to get help their school district defaulted on a agreement between Dolores & Zachariah, and Espanola School district4. Trial by jury is (not) demanded. *(If a jury is demanded, an additional cost must be paid upon filing.)*5. An audio recording of the trial is (not) demanded. *(If you do not request an audio recording, your right to appeal may be limited.)*

Signed

Dolores Sanchez

Name (print)

P.O Box 386

Address (print)

Alcalde N Mex 87511

City, state and zip code (print)

747-0191 or 505-927-2818

Telephone number

Exhibit A

*T-16-17 Review of Agreement*  
*Full 8-16-17*  
*Back*  
*Kush Rtp COM/L 8-16-17*  
*Dolores Sanchez*  
*James Flores 8-16-17*  
*Michelle R Martinez 8/16/17*  
*Cristal Vally 8-16-17*  
*PRW*  
*Deirdra Montoya*  
NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
PROCEEDINGS BEFORE THE DUE PROCESS HEARING OFFICER

**DOLORES SANCHEZ,**  
as parent for Z.A., Student  
Petitioner,

vs.

**DPH 1617-28**

**ESPAÑOLA PUBLIC SCHOOLS,**  
Respondent

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT is made between Española Public Schools ("EPS") and Dolores Sanchez, Student's parent ("Parent"), individually and on behalf of Zachariah Apodaca ("Student") (collectively referred to as "Petitioners"), in settlement of all claims of Petitioners against EPS under the IDEA.

**RECITALS**

A. Zachariah Apodaca is a student with a disability residing in EPS who is eligible to receive from the District special education services under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C.A. §§1400 *et seq.*

B. This Proceeding was instituted by Petitioners on or about June 28, 2017, pursuant to a Request for Due Process Hearing filed by Petitioners with the New Mexico Public Education Department.

C. Bona fide disputes and controversies exist between the parties, both as to liability and the redress thereof.

D. The parties hereto desire to resolve and settle any and all disputes and controversies under the Individuals with Disabilities Education Act ("IDEA") which exist between them during the term of this Agreement, all as set forth herein.

**NOW, THEREFORE,** for and in consideration of the premises and covenants set forth herein, and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. **AGREEMENT OF ESPANOLA PUBLIC SCHOOLS.** In a good faith effort to facilitate the prompt settlement of all disputes and controversies that exist between the parties under the Individuals with Disabilities Education Act, and so long as Student is enrolled as a student in EPS, EPS agrees to:

- a) If Parent agrees, assign Student to the classroom of Perli Ravanzo for Student's general education instruction in math, science, and social studies for the beginning of the 2017/18 school year.
- b) Contract with Rob Quintana to complete an assistive technology ("AT") evaluation during the first four weeks of school. If Mr. Quintana is unable or unwilling to complete the AT Evaluation within the time set out herein, Petitioners and EPS will contract with another mutually agreeable AT evaluator.
- c) Contract with Jill Basso to complete a Functional Behavioral Assessment ("FBA") (to look at Student's engagement, level of participation and any other behavior identified as a concern) during the first six weeks of school and establish a data collection procedure for staff. If Jill Basso is unable or unwilling to complete the FBA within the time set out herein, contract with another mutually agreeable BCBA complete the FBA.
- d) Conduct a pragmatic language evaluation within the first four weeks of the 2017/18 school year.
- e) Contract with UNM CDD Fetal Alcohol Spectrum Disorders (FASD) clinic to complete an evaluation for Fetal Alcohol Spectrum Disorders; reimburse Parent for mileage traveled to and from the evaluation at the District's approved rate; and, if Student is diagnosed with FASD, (i) provide training to Student's instructional staff through the Minnesota Organization of Fetal Alcohol Syndrome webinars or, if such webinars are not available, through other similar webinars within sixty (60) days from the date of the EDT meeting in which the FASD evaluation is reviewed.
- f) Convene an Individual Education Plan ("IEP") Team meeting at a mutually agreed time and date within fifteen school days from the completion of the AT and pragmatic language evaluations and FBA to:
  - i. Consider the results of the evaluations, which will be provided to the Parent five days prior to the IEP team meeting;
  - ii. Review and revise Student's IEP based on the evaluations;
  - iii. Consider changing Student's placement to a self-contained special education classroom for science and social studies;
  - iv. Consider student's need for one-to-one adult assistance during recess and other unstructured times; and
  - v. Review and revise Student's goals for reading, writing, math, social skills, and language, including consideration of Student's pragmatic language needs.



- g) Convene an Eligibility Determination Team ("EDT")/ IEP Team meeting at a mutually agreed time and date within fifteen school days from the date the District receives the completed evaluation for FASD to:
  - i. Consider the results of the evaluation and the data collected by staff as set up by the BCBA;
  - ii. Review and revise Student's IEP as appropriate based on the evaluation;
  - iii. Consider student's need for one-to-one adult assistance during recess and other unstructured times; and
  - iv. Review and revise Student's goals as appropriate
- h) Provide Student with the following instruction during the 2017/18 school year:
  - i. 60 minutes per day of special education math instruction in a small group segregated special education classroom.
- i) Make available to Student the following compensatory services during the 2017/18 school year:
  - i. 2 hours per week of special education inclusion support by a special education teacher providing direct instruction for reading and writing; and
  - ii. 12 hours per week of adult support for the 2017/18 school year to help Student as needed.

The parties agree that the compensatory services are not considered a part of Student's current IEP for purposes of a FAPE and are not subject to the Stay Put provisions of the IDEA (34 C.F.R. § 300.518).

**II. AGREEMENT OF PETITIONERS.** To facilitate the provision of services to Student and the implementation of the terms of this Agreement, Petitioners agree to the following terms and conditions:

- a) Parent will provide consent for the evaluations described in this Agreement and a consent for release of information between the District and the evaluators described above. Parent agrees to transport Student to and from the FASD evaluation at UNM CDD, and to make Student available for and fully cooperate in the completion of the other evaluations. It is specifically agreed that the deadline for the completion of any evaluation will be extended by the number of days Student is absent from school or otherwise is unavailable at the scheduled times and dates for evaluations.
- b) Attend the EDT/IEP Team meetings described herein.

**III. DISMISSAL OF PROCEEDINGS.** Within three days from the Effective Date of this Agreement, Petitioners shall dismiss the Proceeding (DPH Docket No. 1617-28) against Española Public Schools with prejudice. Both parties acknowledge and agree that regardless of



the specific wording of the Order of Dismissal issued by the Hearing Officer, the dismissal of the Petitioners' claims is intended to be, and shall be, with prejudice as to all claims against EPS under the Individuals with Disabilities Education Act through the Effective Date of this Agreement.

**IV. RELEASE.** Petitioners, jointly and severally, and on behalf of their successors, heirs, representatives and assigns, and all other persons, whether specifically named herein or not, claiming, in whole or in part, by, through or under Petitioners ("Petitioner's Affiliates") do hereby fully and forever RELEASE, ACQUIT AND DISCHARGE Española Public Schools, and all of its past, present and future trustees, officers, directors, employees and representatives, attorneys, and any and all other persons, corporations and entities which might be in privity with any of them, whether specifically named herein or not, **in their official and individual capacities** ("EPS's Affiliates"), of and from any and all claims, suits, causes of action or demands, whatsoever, known or unknown arising under the IDEA.

**V. SETTLEMENT SUM.** Subject to the approval of the New Mexico Public Education Department (NM PED), within 30 calendar days of the Effective Date of this Agreement and entry of an order dismissing the proceeding with prejudice, the District agrees to pay the lump sum amount of Eight Thousand (\$8,000.00) and No/100's Dollars, plus gross receipts tax, for the full release of all Petitioners' IDEA attorneys' fees claims, the sufficiency of which is hereby acknowledged. Payment shall be made by instrument made payable to Steven Granberg Attorney at Law, PA.

Petitioners warrant and represent to the District that no other attorneys or law firm besides Steven Granberg Attorney at Law, PA is due or owed any fees in connection with or in any way related to legal services provided with respect to the proceeding being dismissed and the claims being released as a part of this Agreement.

**VI. OWNERSHIP OF CLAIMS.** Petitioners, jointly and severally, represent and warrant that Petitioners have not made any transfers or assignments of any kind or nature of the claims made by Petitioners in the Proceeding or any other claims relating thereto.

**VII. NO ADMISSION OF LIABILITY.** It is expressly understood and agreed that the terms of this Agreement are contractual and are not merely recitals and that the agreements herein contained and the consideration transferred are to compromise doubtful and disputed claims. Española Public Schools, on behalf of itself and its Affiliates, in both individual and official capacities, deny liability, and have not admitted and do not admit liability for any incidents, events, actions or omissions referred or alluded to herein. Nothing in this Agreement shall be construed as an admission of liability, all such liability being expressly denied. The parties to this Agreement mutually acknowledge and represent that this is a compromise in settlement of disputed claims made to avoid the uncertainty, time, and expense of further litigation.

**VIII. CONFIDENTIALITY.** Petitioners and EPS agree that the terms of this Settlement Agreement will remain confidential and will not be disclosed to anyone other than as needed to fulfill the terms of this Agreement, and a school official with a legitimate educational

interest in the terms of this Agreement or unless disclosure is specifically required by law or this Agreement is discoverable under any state or federal statute; or as necessary to enforce the terms of this Agreement; as a defense by EPS or Petitioners.

**IX. EFFECTIVE DATE.** This Agreement will become effective on the date approved by the NM PED. This Agreement will be presented to the NM PED within three business days from the full execution of this Agreement.

**X. GENERAL.**

A. This Agreement contains the entire agreement among the parties hereto, and supersedes any and all other prior agreements, arrangements or understandings between the parties hereto relating to the IDEA claims made in the Proceeding DPH No. 1617-28.

B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. This Agreement may be executed in multiple counterparts, each of which is fully effective as an original, but all of which together constitute one instrument.

C. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law. Provided, however, it is understood and agreed that this Agreement will not be effective unless the payment of the Settlement Sum is approved by the NM PED.

D. This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

E. The District and Petitioners understand that this Agreement is binding and enforceable in any State court of competent jurisdiction or in a district court of the United States pursuant to 34 C.F.R. § 300.510(d)(2).

F. The parties hereto expressly acknowledge and agree that nothing in this Agreement is meant to waive, release or extinguish any right on the part of any of the parties hereto to file a new and separate lawsuit to enforce this Agreement and to seek to recover any and all damages caused by any breach of this Agreement, including but not limited to any attorney's fees, court costs, witness expenses and other expenses and/or costs paid or incurred in connection with any such legal proceeding or action.

**G. EACH PARTY REPRESENTS AND WARRANTS THAT (i) IT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS IT; (ii) IN**

FILED  
FIRST JUDICIAL  
DISTRICT COURT

2018 JUN -6 AM 11:49

STATE OF NEW MEXICO  
COUNTY OF Santa Fe  
FIRST JUDICIAL DISTRICT COURT

Case No.: D- 101 -DM- 2018.01078

Dolores Sanchez & Zachariah Apodaca  
Petitioner/Plaintiff,

vs.

This form must be  
filled out.

James Rodriguez Espanola  
Respondent/Defendant. School district

INTERPRETER FORM

1. Do you need an interpreter?: ☐ Yes ☒ No
2. An interpreter is requested for: ☐ Petitioner/Plaintiff ☐ Respondent/Defendant  
☐ Witness in matter  
(This party request is for the entire case.)
3. The type of interpreter needed: ☐ Spanish ☐ American Sign Language  
☐ \_\_\_\_\_ speaker  
(language)

Dated: \_\_\_\_\_

A copy of this Request was:

- ☐ mailed to the address set forth below  
☐ hand delivered to the address set forth below

On \_\_\_\_\_ to:

Date

- ☐ Petitioner/Plaintiff pro se  
☐ Respondent/Defendant pro se  
☐ Intervenor

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

Dolores Sanchez  
(Name)  
P.O. Box 386 Alcalde NM  
87511  
☒ Petitioner/Plaintiff Pro Se  
☐ Respondent/Defendant Pro Se  
1895 East Shadowood  
(Street Address) Santa Fe County  
Espanola NM 87532  
(City, State and Zip Code)  
505-747-0191 or (927) 2818  
(Telephone Number - Indicate If None)

STATE OF NEW MEXICO  
COUNTY OF Santa Fe  
FIRST JUDICIAL DISTRICT COURT

FILED  
FIRST JUDICIAL  
DISTRICT COURT  
2018 JUN -6 AM 11:49

Dolores Sanchez & Zachariah Apodaca  
Petitioner/Plaintiff,

vs.

Case No.: D-101-CV-2018-01678

James Rodriguez elementary & Espanola District  
Respondent/Defendant.

### REQUEST FOR HEARING

1. Type of case: NON JURY

2. Judge to whom assigned: FRANCIS J. MATHEW

3. Are there any hearings presently set? ☐ Yes ☐ No

4. Specific matters to be heard: Civil Complaint - School defaulted claim

5. Does either party need an interpreter for this hearing? ☐ Yes ☐ No (If you checked Yes you must file an Interpreter Form. You can get the form from the Self Help Center or the Clerk's Office.)

6. Estimated total time required for hearing all parties and witnesses: \_\_\_\_\_

Dolores Sanchez  
Signature

Dolores Sanchez  
Print Name

P.O Box 386  
Print Address

Alcalde NM 87511

City/State/Zip/Telephone 505-927-2818

Home 747-0191

Mailing Address for Other Party's  
Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address for Other Party

Espanola District Schools  
405 Hunter St  
Espanola, NM 87511

Remember: It is your obligation to promptly mail or serve a copy to the other party.

FILED  
FIRST JUDICIAL  
DISTRICT COURT  
2018 JUN -6 AM 11:49

4-222. Application for free process and affidavit of indigency.

STATE OF NEW MEXICO  
COUNTY OF Santa Fe  
FIRST JUDICIAL DISTRICT COURT

Delores Sanchez  
Petitioner,

v. Espanola District Schools No. D-101-CV-2018-01678  
Respondent.

**APPLICATION FOR FREE PROCESS  
AND AFFIDAVIT OF INDIGENCY**

I request that the court enter an order permitting me to file this case without prepayment of fees and costs and give upon my oath or affirmation the following statement.

My marital status is: Single ☒ Married \_\_\_\_\_ Divorced \_\_\_\_\_  
Separated \_\_\_\_\_ Widowed \_\_\_\_\_

I request interpretation services: \_\_\_\_\_ yes ☒ no (If yes, please describe what you need):  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION ABOUT MY FINANCES (check all that apply to you and fill in the blanks):**

**A. PUBLIC ASSISTANCE**

\_\_\_\_\_ I do not receive public assistance (if you check this blank, go directly to Section B, EMPLOYMENT/UNEMPLOYMENT).

\_\_\_\_\_ I currently receive the following public assistance in Santa Fe County  
(Please check all applicable public assistance programs):

\_\_\_\_\_ Temporary Assistance for Needy Families (TANF)

\_\_\_\_\_ Food Stamps

☒ Medicaid

\_\_\_\_\_ General Assistance (GA)

☒ Supplemental Security Income (SSI)

☒ Public Housing

☒ Disability Security Income (DAI)

\_\_\_\_\_ Department of Health Case Management Services (DHMS)

\_\_\_\_\_ Other (please describe):



**B. EMPLOYMENT/UNEMPLOYMENT**

~~\_\_\_\_\_ I am currently unemployed and have been unemployed for: \_\_\_\_\_ months in the past year. I am unemployed because \_\_\_\_\_~~

~~\_\_\_\_\_ I receive unemployment benefits in the amount of \$ \_\_\_\_\_ per month.~~

~~\_\_\_\_\_ I have no income because I am unemployed.~~

\_\_\_\_\_ I am employed. I am paid \$ \_\_\_\_\_ per hour and work \_\_\_\_\_ hours per week.

My employer's name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~\_\_\_\_\_ I am married, and my spouse is unemployed and has been unemployed for \_\_\_\_\_ months in the past year because \_\_\_\_\_~~

~~\_\_\_\_\_ My spouse receives unemployment benefits in the amount of \$ \_\_\_\_\_ of per month.~~

\_\_\_\_\_ I am married, and my spouse is employed. My spouse is paid \$ \_\_\_\_\_ per hour and works \_\_\_\_\_ per week.

My spouse's employer's name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. OTHER SOURCES OF INCOME (Check all that apply)**

~~\_\_\_\_\_ I have income from another source not mentioned above.~~

~~\_\_\_\_\_ Child Support \$ \_\_\_\_\_~~

~~\_\_\_\_\_ Alimony \$ \_\_\_\_\_~~

~~\_\_\_\_\_ Investments \$ \_\_\_\_\_~~

~~\_\_\_\_\_ Community property from my spouse \$ \_\_\_\_\_~~

~~\_\_\_\_\_ Other \_\_\_\_\_ \$ \_\_\_\_\_~~

\_\_\_\_\_ I do not have any other sources of income.

\_\_\_\_\_ I am married, and my spouse has income from another source not mentioned above.

\_\_\_\_\_ Child Support \$ \_\_\_\_\_

\_\_\_\_\_ Alimony \$ \_\_\_\_\_  
 \_\_\_\_\_ Investments \$ \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ I am married, and my spouse does not have any other sources of income.

\_\_\_\_\_ Another adult contributes to household income in the following amount \$ \_\_\_\_\_.

**D. OTHER ASSETS (Please list other assets owned by you or your spouse that can be turned into cash. Do not include money you have in retirement accounts.)**

Cash on hand \$ \_\_\_\_\_  
 Bank accounts \$ \_\_\_\_\_  
 Income tax refund \$ \_\_\_\_\_  
 Other assets (describe below):  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**IF YOU DO NOT HAVE ACCESS TO YOUR OWN OR YOUR SPOUSES INCOME OR ASSETS, EXPLAIN WHY.** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E. MONTHLY EXPENSES**

House Payment/Rent	\$ 310. <sup>00</sup>
Utilities	\$ 400. <sup>00</sup>
Telephone	\$ 100. <sup>00</sup>
Groceries (after food stamps)	\$ 200. <sup>00</sup>
Car Payment(s)	\$ 282. <sup>00</sup>
Gasoline	\$ 100. <sup>00</sup>
Insurance	\$ 170. <sup>00</sup>
Child Care	\$ _____
Student and Consumer Loans	\$ _____
Court-ordered family support obligations	\$ _____
Other court-ordered payments	\$ _____
Medical expenses	\$ _____
Other _____	\$ _____



**F. HOUSEHOLD**

I live at 1895 East Shadowood Lane and the head of the household is Dolores Sanchez.

Other than myself, the other members of the household are:

Name	Age	Employment	I Support
<u>Dolores Sanchez</u>	<u>50</u>	<u>Disabled</u>	<u>( )</u>
<u>Zachariah Apolona</u>	<u>11</u>	<u>Disabled</u>	<u>( )</u>
_____	_____	_____	<u>( )</u>
_____	_____	_____	<u>( )</u>
_____	_____	_____	<u>( )</u>
_____	_____	_____	<u>( )</u>

*This statement is made under oath. I hereby state that the above information regarding my financial condition is correct to the best of my knowledge. I hereby authorize the Court to obtain information from financial institutions, employers, relatives, the federal internal revenue service and other state agencies. If at any time the Court discovers that information in this application for free process was false, misleading, inaccurate, or incomplete at the time the application was submitted, the Court may require me to pay for any costs or fees that were waived under an order of free process that was granted based on the information of this application.*

Dolores Sanchez  
(Signature)

Dolores Sanchez  
(Print Name)

Petitioner Respondent (Pro Se)

P.O. Box 386

(Street Address)

Alameda N. Mex 87511

(City, State, Zip Code)

505-927-2818 or 247-0191

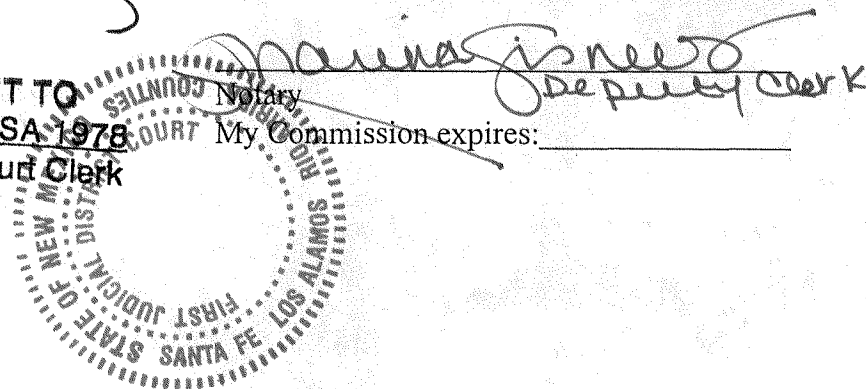
(Telephone)

State of New Mexico )

County of Santa Fe ) ss

Signed and sworn to (or affirmed) before me on June 4 2018 (date)  
by Dolores Sanchez (name of applicant).

PURSUANT TO  
§ 14-14-3 NMSA 1978  
By Deputy Court Clerk



**IF YOU ARE REPRESENTED BY AN ATTORNEY, YOUR ATTORNEY  
MUST SIGN THE FOLLOWING CERTIFICATE**

I, \_\_\_\_\_, hereby certify that I have not received

(Name of Attorney)

Any attorney fee to represent \_\_\_\_\_.

(Name of applicant)

If any attorney fee is paid to me, I understand that I shall pay to the court clerk  
from such attorney fee any court fees and costs that may be waived by the court.

\_\_\_\_\_  
(Attorney signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone/Fax Number

**4-224. Attorney's certificate supporting indigency and free process.**

**STATE OF NEW MEXICO**  
**COUNTY OF \_\_\_\_\_**  
**FIRST JUDICIAL DISTRICT COURT**

\_\_\_\_\_  
Petitioner,

vs.

No. \_\_\_\_\_

\_\_\_\_\_  
Respondent.

**ATTORNEY'S CERTIFICATE SUPPORTING INDIGENCY AND FREE PROCESS**

I, \_\_\_\_\_, hereby certify that: (check one)

☐ I represent \_\_\_\_\_, (client name) and that my client is entitled to free process pursuant to Rule 23-114(B)(2) NMRA without the necessity of filing an application for free process or affidavit of indigency.

Or

☐ \_\_\_\_\_, (name of self-represented litigant) has met the income qualifications of a legal service organization and attended a training program designed and presented by \_\_\_\_\_ (name of legal services organization) to assist self-represented litigants in filing their own action in court and is therefore entitled to free process pursuant to Rule 23-114(B)(2) NMRA without the necessity of filing an application for free process or affidavit of indigency. The filing of this certificate does not constitute an entry of appearance.

I further certify that I have not, nor has any legal services organization under whose auspices I am providing representation or training, received any attorney fee for representing the client named above or providing the training program to the person named above. If any attorney fee is paid to me or said legal services organization, court fees and costs shall be paid to the clerk from such fee.

Respectfully submitted,

\_\_\_\_\_  
\_\_\_\_\_  
(legal services organization or referring  
local pro bono committee)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone/Fax Number

FILED  
FIRST JUDICIAL  
DISTRICT COURT

2018 JUN -6 AM 11:49

4-223. Order for free process.

[For use with Supreme Court General Rule 23-114]

STATE OF NEW MEXICO  
COUNTY OF Santa Fe  
FIRST JUDICIAL DISTRICT COURT

Dolores Sanchez  
Petitioner,

vs.

No. D-101-CV-2018-01678

Espanola District Schools  
Respondent  
James Rodriguez

**ORDER ON APPLICATION FOR FREE PROCESS**

**THIS MATTER** having come before the court on Petitioner's application for free process and affidavit of indigency, or upon Petitioner's attorney's certificate supporting indigency and free process pursuant to Rule 23-114(B)(2) NMRA, and the court being otherwise advised in the premises,

**FINDS** that:

- ☐ the applicant is entitled to free process in accordance with Rule 23-114(B)(2) NMRA.
- ☐ the applicant receives public assistance and is, therefore, entitled to free process.
- ☒ the applicant's annual income does not exceed 18570 of the federal poverty guidelines, and the applicant is, therefore, entitled to free process.
- ☐ the applicant's annual gross income exceeds \_\_\_\_\_ of the federal poverty guidelines, but the applicant is not reasonably able to pay fees or costs and is, therefore, entitled to free process.
- ☐ on the basis of the applicant's available funds or annual income, the applicant is not entitled to free process.

**THE COURT ORDERS** that:

- ☒ the filing fee is waived.
- ☐ the filing fee is waived except for the \$ \_\_\_\_\_ alternative dispute resolution (ADR) fee.
- ☐ The applicant is granted free service of process by the Sheriff in \_\_\_\_\_

County, New Mexico for 1 2 3 4 5 or \_\_\_\_\_ summons(es),  
provided that the applicant first attempts service by certified mail pursuant to Rule 1-004  
NMRA.

- ☐ the applicant is granted free service by the Sheriff in \_\_\_\_\_ County, New Mexico, of a temporary restraining order or \_\_\_\_\_.
- ☐ the applicant is to pay the filing fee on \_\_\_\_\_, 20\_\_\_\_\_.
- ☐ interpretation services shall be provided to the applicant.
- ☐ free process is denied.
- ☐ Other: \_\_\_\_\_

**Unless specifically granted above, this order of free process does not include the following costs: jury fees, certification fees, subpoena fees for witnesses, witness fees for hearings or trials, mailings, long distance charges, transcripts for appeals or record proper, duplication fees for audiotapes or compact discs, copy charges, publication fees, or facsimile services. Application for all other costs are to be made to the judge assigned to your case. If the applicant prevails in this law suit and collects money by judgment or settlement, the court may order reimbursement for any waived costs. If the applicant is represented by an attorney who is paid an attorney fee, any fees or costs waived by this order must be deducted from an such attorney fee and paid to the court clerk. *This order is subject to revision, modification or rescission by the judge assigned to your case.***

  
\_\_\_\_\_  
JUDGE

## 4-206. Summons.

FILED  
FIRST JUDICIAL  
DISTRICT COURT

[For use with District Court Civil Rule 1-004 NMRA]

2018 JUN -7 AM 8:35

JMRU

SUMMONS <b>ISSUED</b>	
District Court: FIRST JUDICIAL <u>Santa Fe</u> County, New Mexico Court Address: Post Office Box 2268 / 225 Montezuma Ave. Santa Fe, New Mexico 87504 / 87501 Court Telephone No.: 505-455-8250	Case Number: <u>D-101-CV-2018-01678</u> Assigned Judge: <b>FRANCIS J. MATHEW</b>
Plaintiff(s): <u>Dolores Sanchez &amp; Zachariah Apodaca</u> v. Defendant(s): <u>Espanola district schools &amp; James Rodriguez</u>	Defendant <u>Espanola district schools</u> Name: <u>James Rodriguez</u> Address: <u>465 Hunter St Espanola NM 87532</u>

## TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at [www.nmbar.org](http://www.nmbar.org); 505-816-6657; or 1-505-797-6066.

Dated at Santa Fe, New Mexico, this 7 day of June, 2018.STEPHEN T. PACHECO  
CLERK OF DISTRICT COURT

By:

Deputy

Signature of Attorney for Plaintiff/Pro Se Party

Name: Dolores SanchezAddress: P.O. Box 386 Alameda

Telephone No.:

Fax No.:

Email Address:

W. 487532

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

**RETURN<sup>1</sup>**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF \_\_\_\_\_ )

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in \_\_\_\_\_ county on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

**(check one box and fill in appropriate blanks)**

☐ to the defendant \_\_\_\_\_ (*used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint*)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (*used when service is by mail or commercial courier service*).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to \_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of defendant \_\_\_\_\_, (*used when the defendant is not presently at place of abode*) and by mailing by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's last known mailing address*) a copy of the summons and complaint.

☐ to \_\_\_\_\_, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's business address*) and by mailing the summons and complaint by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's last known mailing address*).

☐ to \_\_\_\_\_, an agent authorized to receive service of process for defendant \_\_\_\_\_.

☐ to \_\_\_\_\_, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant \_\_\_\_\_ (*used when defendant is a minor or an incompetent person*).



[ ] to \_\_\_\_\_ (name of person), \_\_\_\_\_, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: \_\_\_\_\_

\_\_\_\_\_  
Signature of person making service

\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_<sup>2</sup>

\_\_\_\_\_  
Judge, notary or other officer  
authorized to administer oaths

\_\_\_\_\_  
Official title

#### USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.
2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013.]

## 4-206. Summons.

FILED  
FIRST JUDICIAL  
DISTRICT COURT

[For use with District Court Civil Rule 1-004 NMRA]

2018 JUN -7 AM 8:34

SUMMONS		<b>ISSUED</b>	
District Court: FIRST JUDICIAL <u>Santa Fe</u> County, New Mexico Court Address: Post Office Box 2268 / 225 Montezuma Ave. Santa Fe, New Mexico 87504 / 87501 Court Telephone No.: 505-455-8250		Case Number: <u>0101-CV-2018-01678</u> Assigned Judge: <del>FRANCIS J. MATHIAS</del>	
Plaintiff(s): <u>Roberto Sanchez &amp; Zenachiah Apodaca</u> v. Defendant(s): <u>James Rodriguez</u>		Defendant <u>James Rodriguez</u> Name: <u>465 Hunter St</u> Address: <u>Escondido NM</u> <u>87532</u>	

## TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at [www.nmbar.org](http://www.nmbar.org) 1-800-576-6657; or 1-505-797-6066.

Dated at Santa Fe, New Mexico, this 7 day of June, 2018STEPHEN T. PACHECO  
CLERK OF DISTRICT COURTBy: Mauricio Arango

Deputy

Signature of Attorney for Plaintiff/Pro Se Party

Name: Roberto SanchezAddress: P - BOX 386Telephone No.: Alameda, NM

Fax No.:

Email Address:

87532

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

**RETURN<sup>1</sup>**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF \_\_\_\_\_ )

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in \_\_\_\_\_ county on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

**(check one box and fill in appropriate blanks)**

☐ to the defendant \_\_\_\_\_ (*used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint*)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (*used when service is by mail or commercial courier service*).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to \_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of defendant \_\_\_\_\_, (*used when the defendant is not presently at place of abode*) and by mailing by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's last known mailing address*) a copy of the summons and complaint.

☐ to \_\_\_\_\_, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's business address*) and by mailing the summons and complaint by first class mail to the defendant at \_\_\_\_\_ (*insert defendant's last known mailing address*).

☐ to \_\_\_\_\_, an agent authorized to receive service of process for defendant \_\_\_\_\_.

☐ to \_\_\_\_\_, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant \_\_\_\_\_ (*used when defendant is a minor or an incompetent person*).

[ ] to \_\_\_\_\_ (name of person), \_\_\_\_\_, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: \_\_\_\_\_

\_\_\_\_\_  
Signature of person making service

\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_<sup>2</sup>

\_\_\_\_\_  
Judge, notary or other officer  
authorized to administer oaths

\_\_\_\_\_  
Official title

USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.

2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013.]

4-223. Order for free process.  
[For use with Supreme Court General Rule 23-114]

FILED  
FIRST JUDICIAL  
DISTRICT COURT

STATE OF NEW MEXICO  
COUNTY OF Santa Fe  
FIRST JUDICIAL DISTRICT COURT

2018 JUN 12 PM 4:39

Dolores Sanchez & Zachariah  
Petitioner, Apodaca

vs.

No. D101 CV 2018-01678

Espanola district Schools  
Respondent. & James Rodriguez

**ORDER ON APPLICATION FOR FREE PROCESS**

**THIS MATTER** having come before the court on Petitioner's application for free process and affidavit of indigency, or upon Petitioner's attorney's certificate supporting indigency and free process pursuant to Rule 23-114(B)(2) NMRA, and the court being otherwise advised in the premises,

**FINDS** that:

- ☐ the applicant is entitled to free process in accordance with Rule 23-114(B)(2) NMRA.
- ☒ the applicant receives public assistance and is, therefore, entitled to free process.
- ☐ the applicant's annual income does not exceed \_\_\_\_\_ of the federal poverty guidelines, and the applicant is, therefore, entitled to free process.
- ☐ the applicant's annual gross income exceeds \_\_\_\_\_ of the federal poverty guidelines, but the applicant is not reasonably able to pay fees or costs and is, therefore, entitled to free process.
- ☐ on the basis of the applicant's available funds or annual income, the applicant is not entitled to free process.

**THE COURT ORDERS** that:

- ☐ the filing fee is waived.
- ☐ the filing fee is waived except for the \$ \_\_\_\_\_ alternative dispute resolution (ADR) fee.
- ☒ The applicant is granted free service of process by the Sheriff in Santa Fe

County, New Mexico for 1 2 3 4 5 or \_\_\_\_\_summons(es),  
provided that the applicant first attempts service by certified mail pursuant to Rule 1-004  
NMRA.

- ☐ the applicant is granted free service by the Sheriff in \_\_\_\_\_ County, New Mexico, of a temporary restraining order or \_\_\_\_\_.
- ☐ the applicant is to pay the filing fee on \_\_\_\_\_, 20\_\_\_\_.
- ☐ interpretation services shall be provided to the applicant.
- ☐ free process is denied.
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_.

**Unless specifically granted above, this order of free process does not include the following costs: jury fees, certification fees, subpoena fees for witnesses, witness fees for hearings or trials, mailings, long distance charges, transcripts for appeals or record proper, duplication fees for audiotapes or compact discs, copy charges, publication fees, or facsimile services. Application for all other costs are to be made to the judge assigned to your case. If the applicant prevails in this law suit and collects money by judgment or settlement, the court may order reimbursement for any waived costs. If the applicant is represented by an attorney who is paid an attorney fee, any fees or costs waived by this order must be deducted from an such attorney fee and paid to the court clerk. *This order is subject to revision, modification or rescission by the judge assigned to your case.***

  
\_\_\_\_\_  
JUDGE

SANTA FE COUNTY  
FILED IN THE CLERKS OFFICE  
OF DISTRICT COURT

4-206. Summons.

6-18-18

[For use with District Court Civil Rule 1-004 NMRA]

Return

SUMMONS	
District Court: FIRST JUDICIAL <u>Santa Fe</u> County, New Mexico Court Address: Post Office Box 2268 / 225 Montezuma Ave. Santa Fe, New Mexico 87504 / 87501 Court Telephone No.: 505-455-8250	Case Number: <u>0101-CV-2018-01678</u> Assigned Judge: <b>FRANCIS J. MATHEW</b>
Plaintiff(s): <u>Obispo Sanchez &amp; Zerachiah Apodaca</u> v. Defendant(s): <u>James Rodriguez</u>	Defendant <u>James Rodriguez</u> Name: <u>465 Hunter St</u> Address: <u>Escondido NM</u> <u>87532</u>

**TO THE ABOVE NAMED DEFENDANT(S):** Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at [www.nmbar.org](http://www.nmbar.org), 876-6657, or 1-505-797-6066.

Dated at Santa Fe, New Mexico, this 7 day of June, 2018

STEPHEN T. PACHECO  
CLERK OF DISTRICT COURT

By: Mauricio Arango  
Deputy

Obispo Sanchez  
Signature of Attorney for Plaintiff/Pro Se Party  
Name: Obispo Sanchez  
Address: P-PO BOX 386  
Telephone No.: Alameda, NM  
Fax No.:  
Email Address: 87532



THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

RETURN<sup>1</sup>

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF Rio Arriba )

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in Rio Arriba county on the 15 day of June, 2018, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

(check one box and fill in appropriate blanks)

☒ to the defendant \_\_\_\_\_ (used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to \_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of defendant \_\_\_\_\_, (used when the defendant is not presently at place of abode) and by mailing by first class mail to the defendant at \_\_\_\_\_ (insert defendant's last known mailing address) a copy of the summons and complaint.


☐ to \_\_\_\_\_, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at \_\_\_\_\_ (insert defendant's business address) and by mailing the summons and complaint by first class mail to the defendant at \_\_\_\_\_ (insert defendant's last known mailing address).

☒ to Crystal Garcia, an agent authorized to receive service of process for defendant James Rodriguez.

☐ to \_\_\_\_\_, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant \_\_\_\_\_ (used when defendant is a minor or an incompetent person).

[ ] to \_\_\_\_\_ (name of person), \_\_\_\_\_, (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of person making service  
Deputy RAZ  
\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_<sup>2</sup>

\_\_\_\_\_  
Judge, notary or other officer  
authorized to administer oaths

\_\_\_\_\_  
Official title

#### USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.

2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013.]

FILED  
FIRST JUDICIAL  
DISTRICT COURT

2018 JUN 19 AM 10:40

Return

4-206. Summons.

[For use with District Court Civil Rule 1-004 NMRA]

SUMMONS	
District Court: FIRST JUDICIAL <u>Santa Fe</u> County, New Mexico Court Address: Post Office Box 2268 / 225 Montezuma Ave. Santa Fe, New Mexico 87504 / 87501 Court Telephone No.: 505-455-8250	Case Number: <u>D-101-CV-2018-01678</u> Assigned Judge: <b>FRANCIS J. MATHEW</b>
Plaintiff(s): <u>Dolores Sanchez &amp; Zachariah Apodaca</u> v. Defendant(s): <u>Espanola district schools &amp; James Rodriguez</u>	Defendant <u>Espanola district schools</u> Name: <u>James Rodriguez</u> Address: <u>465 Hunter St Espanola NM 87532</u>

TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at [www.nmbar.org](http://www.nmbar.org); 1-800-451-5657; or 1-505-797-6066.

Dated at Santa Fe, New Mexico, this 1 day of June, 2018.

STEPHEN T. PACHECO  
CLERK OF DISTRICT COURT

By:

Deputy

Signature of Attorney for Plaintiff/Pro Se Party

Name: Dolores Sanchez

Address: P.O. Box 386 Espanola

Telephone No.:

Fax No.:

Email Address:

W.M. 87532

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

RETURN<sup>1</sup>

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF Do Arriba )

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in Do Arriba county on the 15<sup>th</sup> day of June, 2018, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

(check one box and fill in appropriate blanks)

☐ to the defendant \_\_\_\_\_ (used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (used when service is by mail or commercial courier service).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to \_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of defendant \_\_\_\_\_, (used when the defendant is not presently at place of abode) and by mailing by first class mail to the defendant at \_\_\_\_\_ (insert defendant's last known mailing address) a copy of the summons and complaint.

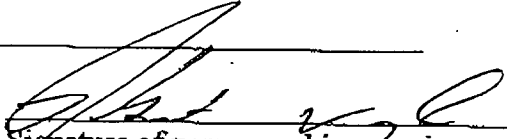
☒ to Esther Romero, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at \_\_\_\_\_ (insert defendant's business address) and by mailing the summons and complaint by first class mail to the defendant at \_\_\_\_\_ (insert defendant's last known mailing address).

☒ to Esther Romero, an agent authorized to receive service of process for defendant Spanish District School.

☐ to \_\_\_\_\_, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant \_\_\_\_\_ (used when defendant is a minor or an incompetent person).

[ ] to \_\_\_\_\_ (name of person), \_\_\_\_\_ (title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).

Fees: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of person making service  
Deputy  
\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_<sup>2</sup>

\_\_\_\_\_  
Judge, notary or other officer  
authorized to administer oaths

\_\_\_\_\_  
Official title

#### USE NOTE

1. Unless otherwise ordered by the court, this return is not to be filed with the court prior to service of the summons and complaint on the defendant.

2. If service is made by the sheriff or a deputy sheriff of a New Mexico county, the signature of the sheriff or deputy sheriff need not be notarized.

[Adopted effective August 1, 1988; as amended by Supreme Court Order 05-8300-01, effective March 1, 2005; by Supreme Court Order 07-8300-16, effective August 1, 2007; by Supreme Court Order No. 12-8300-026, effective for all cases filed or pending on or after January 7, 2013.]

# New Mexico Courts

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Case Detail

### Dolores Sanchez, et. al., v. James Rodriguez, et. al.

CASE DETAIL			
CASE NUMBER	CURRENT JUDGE	FILING DATE	COURT
D-101-CV-201801678	Mathew, Francis J.	06/06/2018	SANTA FE DISTRICT

PARTIES TO THIS CASE			
PARTY TYPE	PARTY DESCRIPTION	PARTY #	PARTY NAME
D	Defendant	1	RODRIGUEZ JAMES
D	Defendant	2	ESPANOLA DISTRICT SCHOOLS
P	Plaintiff	1	SANCHEZ DOLORES
P	Plaintiff	2	APODACA ZACHARIAH

CIVIL COMPLAINT DETAIL				
COMPLAINT DATE	COMPLAINT SEQ #	COMPLAINT DESCRIPTION	DISPOSITION	DISPOSITION DATE
06/06/2018	1	OPN: COMPLAINT		
COA SEQUENCE #	COA DESCRIPTION			
1	Breach of Contract			
PARTY NAME		PARTY TYPE	PARTY #	
SANCHEZ DOLORES		P	1	
APODACA ZACHARIAH		P	2	
RODRIGUEZ JAMES		D	1	
ESPANOLA DISTRICT SCHOOLS		D	2	

REGISTER OF ACTIONS ACTIVITY					
EVENT DATE	EVENT DESCRIPTION	EVENT RESULT	PARTY TYPE	PARTY #	AMOUNT
06/19/2018	SUMMONS RETURN		P	1	
	Summons return served 6/15/18				
06/18/2018	SUMMONS RETURN		P	1	
	Summons return served 6/15/18				
06/12/2018	ORD: Order For Free Process Granted				

Exhibit B

	Order for Free Process Granted for Sheriff				
06/07/2018	SUMMONS ISSUED				
	Summons issued to James Rodriguez				
06/07/2018	SUMMONS ISSUED				
	Summons issued to Espanola School District				
06/06/2018	ORD: Order For Free Process Granted		P	1	
	Order on Application for Free Process; Filing Fee Waived				
06/06/2018	Application for Free Process		P	1	
	Application for Free Process and Affidavit of Indigency				
06/06/2018	REQUEST FOR HEARING/ SETTING				
	Request for Hearing Matter: Civil Complaint- School Defaulted Claim				
06/06/2018	No Interpreter Needed				
	Interpreter Form				
06/06/2018	OPN: COMPLAINT				
	Civil Complaint- The School Defaulted the Claim				

JUDGE ASSIGNMENT HISTORY			
ASSIGNMENT DATE	JUDGE NAME	SEQUENCE #	ASSIGNMENT EVENT DESCRIPTION
06/06/2018	Mathew, Francis J.	1	INITIAL ASSIGNMENT

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NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
PROCEEDINGS BEFORE THE DUE PROCESS HEARING OFFICER

DOLORES SANCHEZ,  
as parent for Z.A., Student  
Petitioner,

vs.

DPH 1617-28

ESPAÑOLA PUBLIC SCHOOLS,  
Respondent

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made between Española Public Schools ("EPS") and Dolores Sanchez, Student's parent ("Parent"), individually and on behalf of Zachariah Apodaca ("Student") (collectively referred to as "Petitioners"), in settlement of all claims of Petitioners against EPS under the IDEA.

RECITALS

A. Zachariah Apodaca is a student with a disability residing in EPS who is eligible to receive from the District special education services under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C.A. §§1400 *et seq.*

B. This Proceeding was instituted by Petitioners on or about June 28, 2017, pursuant to a Request for Due Process Hearing filed by Petitioners with the New Mexico Public Education Department.

C. Bona fide disputes and controversies exist between the parties, both as to liability and the redress thereof.

D. The parties hereto desire to resolve and settle any and all disputes and controversies under the Individuals with Disabilities Education Act ("IDEA") which exist between them during the term of this Agreement, all as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and covenants set forth herein, and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. AGREEMENT OF ESPANOLA PUBLIC SCHOOLS. In a good faith effort to facilitate the prompt settlement of all disputes and controversies that exist between the parties under the Individuals with Disabilities Education Act, and so long as Student is enrolled as a student in EPS, EPS agrees to:

- a) If Parent agrees, assign Student to the classroom of Perli Ravanzo for Student's general education instruction in math, science, and social studies for the beginning of the 2017/18 school year.
- b) Contract with Rob Quintana to complete an assistive technology ("AT") evaluation during the first four weeks of school. If Mr. Quintana is unable or unwilling to complete the AT Evaluation within the time set out herein, Petitioners and EPS will contract with another mutually agreeable AT evaluator.
- c) Contract with Jill Basso to complete a Functional Behavioral Assessment ("FBA") (to look at Student's engagement, level of participation and any other behavior identified as a concern) during the first six weeks of school and establish a data collection procedure for staff. If Jill Basso is unable or unwilling to complete the FBA within the time set out herein, contract with another mutually agreeable BCBA complete the FBA.
- d) Conduct a pragmatic language evaluation within the first four weeks of the 2017/18 school year.
- e) Contract with UNM CDD Fetal Alcohol Spectrum Disorders (FASD) clinic to complete an evaluation for Fetal Alcohol Spectrum Disorders; reimburse Parent for mileage traveled to and from the evaluation at the District's approved rate; and, if Student is diagnosed with FASD, (i) provide training to Student's instructional staff through the Minnesota Organization of Fetal Alcohol Syndrome webinars or, if such webinars are not available, through other similar webinars within sixty (60) days from the date of the EDT meeting in which the FASD evaluation is reviewed.
- f) Convene an Individual Education Plan ("IEP") Team meeting at a mutually agreed time and date within fifteen school days from the completion of the AT and pragmatic language evaluations and FBA to:
  - i. Consider the results of the evaluations, which will be provided to the Parent five days prior to the IEP team meeting;
  - ii. Review and revise Student's IEP based on the evaluations;
  - iii. Consider changing Student's placement to a self-contained special education classroom for science and social studies;
  - iv. Consider student's need for one-to-one adult assistance during recess and other unstructured times; and
  - v. Review and revise Student's goals for reading, writing, math, social skills, and language, including consideration of Student's pragmatic language needs.

- g) Convene an Eligibility Determination Team ("EDT")/ IEP Team meeting at a mutually agreed time and date within fifteen school days from the date the District receives the completed evaluation for FASD to:
  - i. Consider the results of the evaluation and the data collected by staff as set up by the BCBA;
  - ii. Review and revise Student's IEP as appropriate based on the evaluation;
  - iii. Consider student's need for one-to-one adult assistance during recess and other unstructured times; and
  - iv. Review and revise Student's goals as appropriate
- h) Provide Student with the following instruction during the 2017/18 school year:
  - i. 60 minutes per day of special education math instruction in a small group segregated special education classroom.
- i) Make available to Student the following compensatory services during the 2017/18 school year:
  - i. 2 hours per week of special education inclusion support by a special education teacher providing direct instruction for reading and writing; and
  - ii. 12 hours per week of adult support for the 2017/18 school year to help Student as needed.

The parties agree that the compensatory services are not considered a part of Student's current IEP for purposes of a FAPE and are not subject to the Stay Put provisions of the IDEA (34 C.F.R. § 300.518).

**II. AGREEMENT OF PETITIONERS.** To facilitate the provision of services to Student and the implementation of the terms of this Agreement, Petitioners agree to the following terms and conditions:

- a) Parent will provide consent for the evaluations described in this Agreement and a consent for release of information between the District and the evaluators described above. Parent agrees to transport Student to and from the FASD evaluation at UNM CDD, and to make Student available for and fully cooperate in the completion of the other evaluations. It is specifically agreed that the deadline for the completion of any evaluation will be extended by the number of days Student is absent from school or otherwise is unavailable at the scheduled times and dates for evaluations.
- b) Attend the EDT/IEP Team meetings described herein.

**III. DISMISSAL OF PROCEEDINGS.** Within three days from the Effective Date of this Agreement, Petitioners shall dismiss the Proceeding (DPH Docket No. 1617-28) against Española Public Schools with prejudice. Both parties acknowledge and agree that regardless of

the specific wording of the Order of Dismissal issued by the Hearing Officer, the dismissal of the Petitioners' claims is intended to be, and shall be, with prejudice as to all claims against EPS under the Individuals with Disabilities Education Act through the Effective Date of this Agreement.

**IV. RELEASE.** Petitioners, jointly and severally, and on behalf of their successors, heirs, representatives and assigns, and all other persons, whether specifically named herein or not, claiming, in whole or in part, by, through or under Petitioners ("Petitioner's Affiliates") do hereby fully and forever RELEASE, ACQUIT AND DISCHARGE Española Public Schools, and all of its past, present and future trustees, officers, directors, employees and representatives, attorneys, and any and all other persons, corporations and entities which might be in privity with any of them, whether specifically named herein or not, in their official and individual capacities ("EPS's Affiliates"), of and from any and all claims, suits, causes of action or demands, whatsoever, known or unknown arising under the IDEA.

**V. SETTLEMENT SUM.** Subject to the approval of the New Mexico Public Education Department (NM PED), within 30 calendar days of the Effective Date of this Agreement and entry of an order dismissing the proceeding with prejudice, the District agrees to pay the lump sum amount of Eight Thousand (\$8,000.00) and No/100's Dollars, plus gross receipts tax, for the full release of all Petitioners' IDEA attorneys' fees claims, the sufficiency of which is hereby acknowledged. Payment shall be made by instrument made payable to Steven Granberg Attorney at Law, PA.

Petitioners warrant and represent to the District that no other attorneys or law firm besides Steven Granberg Attorney at Law, PA is due or owed any fees in connection with or in any way related to legal services provided with respect to the proceeding being dismissed and the claims being released as a part of this Agreement.

**VI. OWNERSHIP OF CLAIMS.** Petitioners, jointly and severally, represent and warrant that Petitioners have not made any transfers or assignments of any kind or nature of the claims made by Petitioners in the Proceeding or any other claims relating thereto.

**VII. NO ADMISSION OF LIABILITY.** It is expressly understood and agreed that the terms of this Agreement are contractual and are not merely recitals and that the agreements herein contained and the consideration transferred are to compromise doubtful and disputed claims. Española Public Schools, on behalf of itself and its Affiliates, in both individual and official capacities, deny liability, and have not admitted and do not admit liability for any incidents, events, actions or omissions referred or alluded to herein. Nothing in this Agreement shall be construed as an admission of liability, all such liability being expressly denied. The parties to this Agreement mutually acknowledge and represent that this is a compromise in settlement of disputed claims made to avoid the uncertainty, time, and expense of further litigation.

**VIII. CONFIDENTIALITY.** Petitioners and EPS agree that the terms of this Settlement Agreement will remain confidential and will not be disclosed to anyone other than as needed to fulfill the terms of this Agreement, and a school official with a legitimate educational

interest in the terms of this Agreement or unless disclosure is specifically required by law or this Agreement is discoverable under any state or federal statute; or as necessary to enforce the terms of this Agreement; as a defense by EPS or Petitioners.

**IX. EFFECTIVE DATE.** This Agreement will become effective on the date approved by the NM PED. This Agreement will be presented to the NM PED within three business days from the full execution of this Agreement.

**X. GENERAL.**

A. This Agreement contains the entire agreement among the parties hereto, and supersedes any and all other prior agreements, arrangements or understandings between the parties hereto relating to the IDEA claims made in the Proceeding DPH No. 1617-28.

B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. This Agreement may be executed in multiple counterparts, each of which is fully effective as an original, but all of which together constitute one instrument.

C. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law. Provided, however, it is understood and agreed that this Agreement will not be effective unless the payment of the Settlement Sum is approved by the NM PED.

D. This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

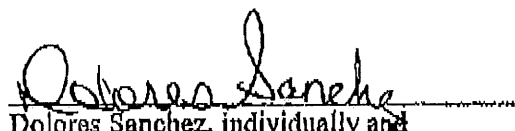
E. The District and Petitioners understand that this Agreement is binding and enforceable in any State court of competent jurisdiction or in a district court of the United States pursuant to 34 C.F.R. § 300.510(d)(2).

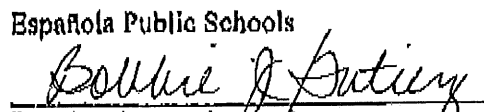
F. The parties hereto expressly acknowledge and agree that nothing in this Agreement is meant to waive, release or extinguish any right on the part of any of the parties hereto to file a new and separate lawsuit to enforce this Agreement and to seek to recover any and all damages caused by any breach of this Agreement, including but not limited to any attorney's fees, court costs, witness expenses and other expenses and/or costs paid or incurred in connection with any such legal proceeding or action.


**G. EACH PARTY REPRESENTS AND WARRANTS THAT (i) IT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS IT; (ii) IN**

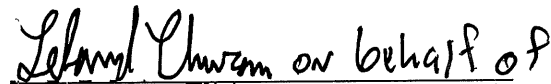
ENTERING INTO THIS AGREEMENT IT IS RELYING ON ITS OWN KNOWLEDGE;  
AND (iii) IT HAS EXECUTED THIS AGREEMENT AS ITS FREE ACT AND DEED.

IN WITNESS WHEREOF, the parties have executed this Agreement, to be Effective on  
the date approved by the Board of Espanola Public Schools.

  
Dolores Sanchez, individually and  
on behalf of Zachariah Apodaca  
APPROVED AS TO FORM:

Espanola Public Schools  
  
By: Bobbie Gutierrez 8-10-2017  
Superintendent

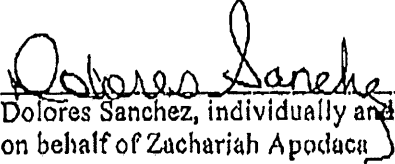
  
Gail Stewart  
ATTORNEY FOR PETITIONERS

  
Evelyn Howard-Hand  
ATTORNEY FOR RESPONDENT



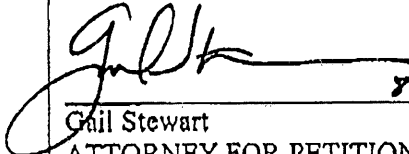
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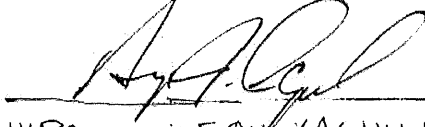
  
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on behalf of Zachariah Apodaca  
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Espanola Public Schools

By: Bobbie Gutierrez  
Superintendent

  
8-10-17  
Gail Stewart  
ATTORNEY FOR PETITIONERS

Evelyn Howard-Hand  
ATTORNEY FOR RESPONDENT

  
HIPOLITO F. AGUILAR  
DEPUTY SECRETARY  
FINANCE AND OPERATIONS  
PE D